

## ORDER FOR SUPPLIES OR SERVICES (FINAL)

PAGE 1 OF

2

1. CONTRACT NO. N00178-04-D-4091		2. DELIVERY ORDER NO. N6600119F3501		3. EFFECTIVE DATE 2019 Apr 03		4. PURCH REQUEST NO. TBD		5. PRIORITY Unrated	
6. ISSUED BY Naval Information Warfare Center Pacific 53560 Hull Street San Diego CA 92152-5001 (b) 6 619-553-0928		CODE N66001		7. ADMINISTERED BY Naval Information Warfare Center Pacific 53560 Hull Street San Diego CA 92152-5001		CODE N66001		8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)	
9. CONTRACTOR Northrop Grumman Systems Corporation 2340 Dulles Corner Boulevard Herndon VA 20171		CODE 5FVX5		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS SMALL SMALL DISADVANTAGED WOMEN-OWNED	
14. SHIP TO See Section D		CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264		CODE HQ0338		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.						
	PURCHASE		Reference your _____ furnish the following on terms specified herein.						
			ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.						
Northrop Grumman Systems Corporation (b) 6 NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (YYYYMMDD) <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:									
17. ACCOUNT NG AND APPROPRIATION DATA/LOCAL USE See Schedule									
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE	23. AMOUNT		
	See Schedule								
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA  BY: /s/Jacob P Ward		25. TOTAL	\$12,422,062.54		
				04/03/2019 CONTRACT NG/ORDER NG OFFICER		26. DIFFERENCES			
27a. QUANTITY IN COLUMN 20 HAS BEEN									
INSPECTED		RECEIVED		ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:					
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS	
				PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
f. TELEPHONE		g. E-MAIL ADDRESS		FINAL					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				31. PAYMENT COMPLETE				34. CHECK NUMBER	
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		PARTIAL				35. BILL OF LADING NO.	
				FULL					
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER	
								42. S/R VOUCHER NO.	

CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 2 of 2	FINAL
----------------------------------	-------------------------------------	----------------	-------

**GENERAL INFORMATION**

—

CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 1 of 28	FINAL
----------------------------------	-------------------------------------	-----------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	J070	Base Year Services IAW PWS (Fund Type - OTHER)	1.0	LO	(b)4		
700001	J070	Incremental funding for ACRN AA in the amount of (b)4 (Fund Type - OTHER)					
7001	J070	Option Year One Services (Fund Type - TBD)  Option	1.0	LO	(b)4		
7002	J070	Option Year Two Services (Fund Type - TBD)  Option	1.0	LO	(b)4		
7003	J070	Option Year Three Services (Fund Type - TBD)  Option	1.0	LO	(b)4		
7004	J070	Option Year Four Services (Fund Type - TBD)  Option	1.0	LO	(b)4		

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	J070	Base Year ODC IAW PWS (Fund Type - OTHER)	1.0	LO	(b)4
900001	J070	Incremental funding for ACRN AA in the amount of (b)4 (Fund Type - OTHER)			
9001	J070	Option Year One ODC (Fund Type - TBD)  Option	1.0	LO	(b)4
9002	J070	Option Year Two ODC (Fund Type - TBD)  Option	1.0	LO	(b)4
9003	J070	Option Year Three ODC (Fund Type - TBD)  Option	1.0	LO	(b)4
9004	J070	Option Year Four ODC (Fund Type - TBD)  Option	1.0	LO	(b)4

## B-1 ADDITIONAL SLINS

CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 2 of 28	FINAL
----------------------------------	-------------------------------------	-----------------	-------

Additional CLINs and/or SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the funding lines that will be provided under this Order.

## B-2 OTHER DIRECT COSTS

The Government is specifically stating the anticipated Other Direct Costs (ODCs). The Government reserves the right to increase the ODC CLINs.

## B-3 LEVEL OF EFFORT -- FEE ADJUSTMENT FORMULA

(a) Subject to the requirements of the "Limitation of Cost" or "Limitation of Funds" clause (whichever is applicable to this contract), it is hereby understood and agreed that the fixed fee is based upon the Contractor providing the below listed number of staff-hours of direct labor, hereinafter referred to as X, at the estimated cost and during the term of this contract specified elsewhere herein:

CLIN	Total Staff-hours of Direct Labor (X)
7000	(b)4
7001	(b)4
7002	(b)4
7003	(b)4
7004	(b)4

The Contractor agrees to provide the total level of effort specified above in performance of work described in Sections "B" and "C" of this contract. The total staff-hours of direct labor shall include subcontractor direct labor hours for those subcontractors identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total staff-hours of direct labor set forth above, it is estimated that (b)4 staff-hours are competitive time (uncompensated overtime). Competitive time (uncompensated overtime) is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no amount is indicated in the first sentence of this paragraph, competitive time (uncompensated overtime) effort performed by the contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel from an employee's residence to their usual work location, uncompensated effort while on travel status, truncated lunch periods, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B.

(d) It is understood and agreed that various conditions may exist prior to or upon expiration of the term of the contract, with regard to the expenditure of labor staff-hours and/or costs thereunder which may require adjustment to the aggregate fixed fee. The following actions shall be dictated by the existence of said conditions:

(1) If the Contractor has provided not more than 105 % of X or not less than 95% of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.

(2) If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, except the "term" of performance shall not exceed a 12 month period.

In no event shall the Contractor be required to provide more than 105% of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.

(3) If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.

CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 3 of 28	FINAL
----------------------------------	-------------------------------------	-----------------	-------

(4) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(2) and (d)(3) above, and the Contractor has not expended more than 95 % of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work.

(5) Nothing herein contained shall, in any way, abrogate the Contractor's responsibilities, and/or the Government's rights within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.

(e) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and DCAA office to which vouchers are submitted:

- (1) The total number of staff-hours of direct labor expended during the applicable period.
- (2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.
- (3) A breakdown of other costs incurred.
- (4) The Contractor's estimate of the total allowable cost incurred under the contract for the period.

In the case of a cost under-run, the Contractor shall submit the following information in addition to that required above:

- (5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.
- (6) A calculation of the appropriate fee reduction in accordance with this text.

All submissions required by this paragraph shall include subcontractor information, if any.

(f) SPECIAL INSTRUCTION TO THE PAYING OFFICE REGARDING WITHHELD FEE

Fees withheld pursuant to the provisions of this contract, such as the withholding provided by the "Allowable Cost and Payment" and "Fixed Fee" clauses, shall not be paid until the contract has been modified to reduce the fixed fee in accordance with paragraph (d) above, except that no such action is required if the total level of effort provided falls within the limits established in paragraph (d) above.

#### **B-4 ALLOTMENT OF FUNDS**

- (a) This contract is incrementally funded with respect to both cost and fee.
- (b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "Fixed Fee", are as follows:

#### **ITEM(S) ALLOTTED TO FIXED FEE**

CLIN/SLIN      FEE

700001      (b)(4)

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "Limitation of Funds" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

#### **ITEM(S) ALLOTTED TO COST PERIOD OF PERFORMANCE**

CLIN/SLIN      COST      PERIOD OF PERFORMANCE

CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 4 of 28	FINAL
----------------------------------	-------------------------------------	-----------------	-------

700001 (b)4 01 May 2019 - 28 Aug 2019

900001 (b)4 01 May 2019 - 28 Aug 2019

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 5 of 28	FINAL
----------------------------------	-------------------------------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### C-1 SPECIFICATION/STATEMENT OF WORK

Work under this task order shall be performed in accordance with Attachment No.1, Performance Work Statement (PWS); Attachment No. 2, Contract Security Classification Specification (DD 254); and Exhibit A, Contract Data Requirements List (CDRL)

### C-2 WORKWEEK ALTERNATE I

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at Marine Corps Base Quantico is 0700 to 1530, Monday-Friday. Work at this Government installation shall be performed by the contractor per Performance Work Statement paragraph 11.4 – Hours of Operation and Coverage. Following is a list of holidays observed by the Government:

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

(e) NOTICE: All Contractor employees who make repeated deliveries to military installations shall obtain the required employee pass via the Navy Commercial Access Control System (NCACS) in order to gain access to the facility. Information about NCACS may be found at the following website:

<http://www.rapidgate.com/>.

Contractor employees must be able to obtain a NCACS in accordance with base security requirements. Each employee shall wear the Government issued NCACS badge over the front of the outer clothing. When an employee leaves the Contractor's employ, the employee's NCACS pass shall be returned to the Contracting Officer's Representative or the base Badge and Pass Office within five (5) calendar days.

Contractors who do not have a NCACS or Common Access Card (CAC) must be issued a one-day pass daily at the Badge and Pass Office. Issuance of a CAC requires the need for physical access to the installation and logical access to government owned computer systems.

CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 6 of 28	FINAL
----------------------------------	-------------------------------------	-----------------	-------

(f) Periodically the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises which may require the Contractor to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The Contractor will be required to work with its Government point of contact to adjust work schedules and/or place of performance in the case of an exercise that causes disruption of normally scheduled work hours, or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted location), during an exercise when government facilities are inaccessible.

### C-3 KEY PERSONNEL

- (a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this text.
- (b) The offeror agrees that during the first 180 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.
- (c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.
- (d) List of Key Personnel (one person per key personnel labor category):

NAME	KEY PERSONNEL LABOR CATEGORY
(b) 4	Program Manager (Section L - Program Manager)
(b) 4	D&CI Technical Lead (Section L - Computer Forensic and Intrusion Analyst)
(b) 4	Sensor Grid Support Technical Lead (Section L - Network Specialist Senior)
(b) 4	Security Information and Event Manager Subject Matter Expert (Section L - Subject Matter Expert (Senior))
(b) 4	Red Team Developer Subject Matter Expert (Section L - Subject Matter Expert (Senior))
(b) 4	Exploit Analysis Subject Matter Expert (Section L - Computer Forensic and Intrusion Analyst)

- (e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have



CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 7 of 28	FINAL
----------------------------------	-------------------------------------	-----------------	-------

been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

#### **C-4 SECURITY REQUIREMENTS**

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 2, involves access to and handling of classified material up to and including TOP SECRET with Sensitive Compartmented Information (SCI). In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the SPAWARSSYSCOM Security Officer.

CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 8 of 28	FINAL
----------------------------------	-------------------------------------	-----------------	-------

## **SECTION D PACKAGING AND MARKING**

See Clause G-6 Contracting Officer's Representative (COR).

CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 9 of 28	FINAL
----------------------------------	-------------------------------------	-----------------	-------

## SECTION E INSPECTION AND ACCEPTANCE

### E-1 INSPECTION AND ACCEPTANCE--DESTINATION (JAN 2002)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer's Representative (COR) or his/her duly authorized representative.

### E-2 INSPECTION OF SERVICES - COST REIMBURSEMENT (APR 1984)(52.246-5)

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the contract for default.

CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 10 of 28	FINAL
----------------------------------	-------------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

7000	5/1/2019 - 4/30/2020
9000	5/1/2019 - 4/30/2020

### F-1 PERIODS OF PERFORMANCE (1999)

The estimated periods of performance for the following Items are as follows:

CLIN 7000 (Base): 01 May 2019 - 30 April 2020

CLIN 7001 (Option 1): 01 May 2020 - 30 April 2021

CLIN 7002 (Option 2): 01 May 2021 - 30 April 2022

CLIN 7003 (Option 3): 01 May 2022 -30 April 2023

CLIN 7004 (Option 4): 01 May 2023 - 30 April 2024

CLIN 9000 (Base): 01 May 2019 - 30 April 2020

CLIN 9001 (Option 1): 01 May 2020 - 30 April 2021

CLIN 9002 (Option 2): 01 May 2021 - 30 April 2022

CLIN 9003 (Option 3): 01 May 2022 -30 April 2023

CLIN 9004 (Option 4): 01 May 2023 - 30 April 2024

The above period(s) of performance for the option(s) to extend the term of the task order shall only apply if the Government exercises the option(s) as stated in Section B in accordance with FAR 52.217-9 "Option to Extend the Term of the Contract."

### F-2 STOP-WORK ORDER ALTERNATE 1 (APR 1984) (52.242.-15)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government clause of this contract

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension

CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 11 of 28	FINAL
----------------------------------	-------------------------------------	------------------	-------

thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 12 of 28	FINAL
----------------------------------	-------------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

### G-1 PAYMENT INSTRUCTION LINK (PGI 204.7108)

The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract using the linked table below based on the type of payment request submitted (see DFARS 252.232-7006) and the type of effort:

[https://www.acq.osd.mil/dpap/dars/pgi/pgi\\_html/current/PGI204\\_71.htm#payment\\_instructions](https://www.acq.osd.mil/dpap/dars/pgi/pgi_html/current/PGI204_71.htm#payment_instructions)

### G-2 TYPE OF CONTRACT

This is a cost-plus-fixed fee (CPFF) type task order.

### G-3 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)(252.232-7006)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area Work Flow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is Done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 13 of 28	FINAL
----------------------------------	-------------------------------------	------------------	-------

(1) Document type. The Contractor shall use the following document type(s).

Cost Voucher (FAR 52.216-7; 52.216-13; 52.216-14; 52.232-7)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer .

**Not Applicable**

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill inapplicable fields in WAWF when creating payment requests and receiving reports in the system. Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDACC	See Block 15 of DD1155
Issue by DoDACC	N66001
Admin DoDACC	See Block 7 of DD1155
Inspect by DoDAAC	N66001
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	HAA031
Service Acceptor (DoDAAC)	N66001
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA031
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F,(e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system. Please provide notification to the e-mail address listed in Section G-6.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

**Not Applicable**

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

#### **G-4 Supplemental Wide Area Workflow Payment Instructions**

The following Wide Area Work Flow (WAWF) payment instructions supplement DFARS 252.232-7006:

(a) Interim Voucher costs are to be broken down in a clear and logical manner with fully burdened cost information (inclusive of fee). Cost information shall include identification of:

CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 14 of 28	FINAL
----------------------------------	-------------------------------------	------------------	-------

- 1) All labor categories and individuals utilized during the billing period;
- 2) Number of hours and fully burdened hourly labor rates (including fee), per individual;
- 3) Material (consumable and non-consumables) description and fully burdened costs, separated by type;
- 4) Fully burdened travel costs itemized by trip, date and individual;
- 5) Other fully burdened direct costs not separately identified; e.g., reproduction, cell phones, equipment rentals, etc.;
- 6) Subcontractor costs itemized with the same level of detail; and
- 7) Average actual hourly labor rates (total actual fully burdened labor cost/total # hours performed). Attachments shall be created with any Microsoft Office product or Adobe (.pdf files) and are to be attached to the invoice in WAWF. The total size limit for files per invoice in WAWF is 5 megabytes. A separate copy of the invoice with back-up documentation shall be emailed to the COR/TOM.

(b) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but will submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of DFARS clause 252.232-7006 by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as an Adobe (.pdf file), Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(c) A separate invoice will be prepared no more frequently than for every two weeks. Do not combine the payment claims for services provided under this contract.

(d) In accordance with DFARS 204.7104-1 Informational subline item numbers (e.g., 000101, 000102, etc) shall not be priced separately for payment purposes. Therefore, you are reminded to bill at the CLIN level using the applicable ACRN, e.g., AA, AB, AC, etc. DFAS will reject invoices that contain informational subline items.

## **G-5 ACTIVITY OMBUDSMAN**

The Naval Information Warfare Center Pacific Ombudsman for this Task Order is:

Name: (b) 6

Code: 20000

Address: 53560 Hull Street, San Diego CA 92152

Phone: (619) 553-4492

E-Mail: (b) 6@navy.mil

## **G-6 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE**

(a) The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative(s) (COR) for this contract/order:

### **CONTRACTING OFFICER REPRESENTATIVE**

Name: (b) 6

Code: 58220

Address: 53560 Hull Street,  
San Diego, CA 92152

Phone Number: 619-553-9421



CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 15 of 28	FINAL
----------------------------------	-------------------------------------	------------------	-------

E-mail: (b)6 @navy.mil

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) has issued a contractual change.

#### G-7 SEGREGATION OF COST

(a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section G, Accounting Data. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

#### G-8 -- PATENT MATTERS POINT OF CONTACT

The Point of Contact regarding Patent Matters for this contract is:

OFFICE OF PATENT COUNSEL / CODE 36000  
NIWC Pacific  
53560 HULL STREET  
SAN DIEGO, CA 92152-5001  
(619) 553-3001

Do not submit interim and final invention reports to this address.

#### Accounting Data

SLINID	PR Number	Amount
700001	130077938200001	(b) 4
LLA :		
AA 1791106 1CCY 257 67925 067443 2D M00089 9RCNHXCGCTDP		
900001	130077938200002	(b)4,
LLA :		
AA 1791106 1CCY 257 67925 067443 2D M00089 9RCNHXCGCTDP		

BASE Funding (b)4,  
Cumulative Funding (b)4,

CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 16 of 28	FINAL
----------------------------------	-------------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 17 of 28	FINAL
----------------------------------	-------------------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H-1 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

### H-2 REIMBURSEMENT OF TRAVEL COSTS - ALTERNATE II

#### (a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

The contractor shall submit the travel request in writing to the Contracting Officer's Representative (COR). The COR shall review and approve/disapprove (as appropriate) all travel requests submitted giving written notice of such approval or disapproval to the contractor.

#### (b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 18 of 28	FINAL
----------------------------------	-------------------------------------	------------------	-------

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from

CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 19 of 28	FINAL
----------------------------------	-------------------------------------	------------------	-------

place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

(iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ( $18 + 18 - 14 = 22$ ).

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ( $15 + 30 + 15 - 30 = 30$ ).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ( $45 + 67 + 12 - 24 = 100$ ).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ( $35 + 50 + 25 + 10 - 70 = 50$ ).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to

CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 20 of 28	FINAL
----------------------------------	-------------------------------------	------------------	-------

the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

### **H-3 -- CONTRACTOR IDENTIFICATION**

- (a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.
- (b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.
- (c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

### **H-4 DATA RIGHTS**

The Data Rights clause in the basic contract is invoked for this task order.

### **H-5 CONTRACTOR PICTURE BADGE**

- (a) A contractor picture badge may be issued to contractor personnel by the NIWC Pacific Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at NIWC Pacific prior to completion of the picture badge request.
- (b) The contractor assumes full responsibility for the proper use of the identification badge and shall be responsible for the return of the badge upon termination of personnel or expiration or completion of the contract.
- (c) At the completion of the contract, the contractor shall forward to the NIWC Pacific Security Office a list of all unreturned badges with a written explanation of any missing badges.

<http://www.public.navy.mil/spawar/pacific/visitorinformation.aspx>

-

### **H-6 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION**

- (a) Definition. As used in this text, "sensitive information" includes:
  - (i) All types and forms of confidential business information, including financial information relating to a contractor's pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;
  - (ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);
  - (iii) Information properly marked as "business confidential," "proprietary," "procurement sensitive," "source selection sensitive," or other similar markings;
  - (iv) Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).
- (b) In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information may include "sensitive information" or other information not previously made available to the public that would be competitively useful on current or future related procurements.
- (c) Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The Contractor shall—
  - (i) Utilize accessed information and limit access to authorized users only for the purposes of performing the

CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 21 of 28	FINAL
----------------------------------	-------------------------------------	------------------	-------

- services as required by the contract, and not for any other purpose unless authorized;
- (ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;
  - (iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.
  - (iv) Execute a "Contractor Access to Information Non-Disclosure Agreement," and obtain and submit to the Contracting Officer a signed "Contractor Employee Access to Information Non-Disclosure Agreement" for each employee prior to assignment;
  - (v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.
- (d) In the event that the Contractor inadvertently accesses or receives any information marked as "proprietary," "procurement sensitive," or "source selection sensitive," or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.
- (e) The requirements of this text are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.
- (f) Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this text in all subcontracts that may require access to sensitive information in the performance of the contract.
- (g) Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the "Contractor Non-Disclosure Agreement," a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor's plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A "firewall" may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

## **H-7 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION**

### **(a) Definition.**

"Confidential Business Information," (Information) as used in this text, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if — (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

### **(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR**

CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 22 of 28	FINAL
----------------------------------	-------------------------------------	------------------	-------

support contractors and their subcontractors. Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this text.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' Information include the following:

- (1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,
- (2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. SPAWAR will permit the limited release of Information under paragraphs (c)(1) and (c)(2) only under the following conditions:

- (1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);
- (2) Access to Information is restricted to individuals with a bona fide need to possess;
- (3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;
- (4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,
- (5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this text.

(f) The contractor agrees to include, and require inclusion of, this text in all subcontracts at any tier that requires the furnishing of Information.

## **H-8 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION**

Definition. As used in this text, "sensitive information" includes:

All types and forms of confidential business information, including financial information relating to a contractor's pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;

Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 2101-2107);

Information properly marked as "business confidential," "proprietary," "procurement sensitive," "source selection sensitive," or other similar markings;

Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).

In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information may include "sensitive information" or other information not previously made available to the public that would be competitively useful on current or future related procurements.

Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third



CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 23 of 28	FINAL
----------------------------------	-------------------------------------	------------------	-------

parties. The Contractor shall—

Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;

Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;

Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.

Execute a “Contractor Access to Information Non-Disclosure Agreement,” and obtain and submit to the Contracting Officer a signed “Contractor Employee Access to Information Non-Disclosure Agreement” for each employee prior to assignment;

Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.

In the event that the Contractor inadvertently accesses or receives any information marked as “proprietary,” “procurement sensitive,” or “source selection sensitive,” or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.

The requirements of this text are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.

Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this text in all subcontracts that may require access to sensitive information in the performance of the contract.

Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the “Contractor Non-Disclosure Agreement,” a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor’s plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A “firewall” may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 24 of 28	FINAL
----------------------------------	-------------------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

### **I-1 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (52.204-23) (JUL 2018)**

(a) Definitions. As used in this clause—

Covered article means any hardware, software, or service that—

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115–91) prohibits Government use of any covered article. The Contractor is prohibited from— (1) Providing any covered article that the Government will use on or after October 1, 2018; and (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement. (1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

- (i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in

CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 25 of 28	FINAL
----------------------------------	-------------------------------------	------------------	-------

all subcontracts, including subcontracts for the acquisition of commercial items.

## **I-2 OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9)(MAR 2008)**

- (a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

## **I-3 SUBCONTRACTS (52.244-2)(OCT 2010)**

- (a) Definitions. As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR) “Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract. “Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.
- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that:
  - (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
  - (2) Is fixed-price and exceeds—
    - (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
    - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

Notwithstanding the language contained in paragraph (c), written consent from the Contracting Officer is required prior to entering into any subcontract over the simplified acquisition threshold that was not initially proposed.

- (e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
  - (i) A description of the supplies or services to be subcontracted
  - (ii) Identification of the type of subcontract to be used.

CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 26 of 28	FINAL
----------------------------------	-------------------------------------	------------------	-------

- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason certified cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination
  - (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 27 of 28	FINAL
----------------------------------	-------------------------------------	------------------	-------

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:



CONTRACT NO. N00178-04-D-4091	DELIVERY ORDER NO. N6600119F3501	PAGE 28 of 28	FINAL
----------------------------------	-------------------------------------	------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 - Performance Work Statement

Attachment 2 - DD 254 - Contract Security Classification Specification

Exhibit A - Contract Data Requirements List